

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

POINTSTORY LLC,

Plaintiff,

Case No. C23-1691-MLP

V.

ORDER

PROTALUS USA LLC,

Defendant.

During deliberations, the jury submitted the following question to the Court:

Honorable Judge Peterson – With respect to the verdicts for Breach of Contract (# 1 & 2), are we to treat each contract separately, count the entire claim based on a single contract, or require all contracts apply to claim? The verdict form is written as if there is only one contract. In particular for Question 2 this appears relavent [sic] to us between 2.1 and 2.2-2.4 as the instructions indicate to skip to Q3 if yes.

(Dkt. # 60 at 2.)

The Court considered objections from the parties on the record. Defendant had no objection to the Court's proposed response. Plaintiff, however, objected, contending that the underlying action involved three separate contracts and that Defendant's affirmative defense was severable on these issues. In response, Defendant argued that the case was litigated as a single,

1 integrated contract with amendments and additions, and that the parties' arguments during trial,
2 as well as the verdict form, supported this framing.

3 The Court considered the parties' arguments and found that the issue of three separate
4 contracts had not been clearly litigated. Notably, the first time Plaintiff mentioned these were
5 separate contracts—distinct from a continuation of a single contract—was during closing
6 arguments. The Court further observed that this theory was not requested in the jury instructions
7 or the verdict form. Plaintiff accepted the verdict form as written, without requesting that it
8 specify each contract, thereby allowing the jury to find a breach in one contract but not another.
9 Based on this record, the Court concluded that instructing the jury to evaluate each contract
10 separately would cause confusion and was not warranted.

11 Accordingly, the Court responded to the jury's question by instructing the jury to "treat
12 the agreements as one contract between the parties." (Dkt. # 60 at 3.)

13 Dated this 22nd day of May, 2025.

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16 MICHELLE L. PETERSON
17 United States Magistrate Judge
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